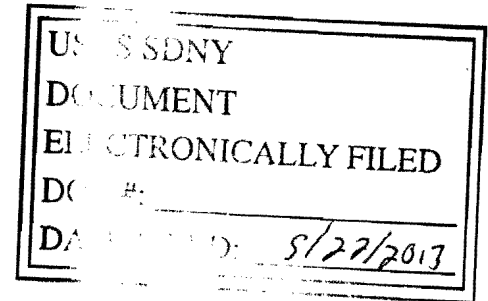


UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK



-----X  
PATRICK MANSWELL, ANTHONY JAMES, :  
KWESI RICHARDSON, BHAWANIE JAGGERNAUTH, :  
KIPLING CAMPBELL, and NARAYAN GOPAUL, :  
Individually and on Behalf :  
of All Other Persons Similarly Situated, :  
:  
Plaintiffs, :  
:  
-against- :  
:  
KENTREL CORPORATION, KENTREL, INC., :  
THOMAS CRAIG, MICHAEL HAPERSBERGER, :  
and JOHN DOES #1-10, :  
:  
Defendants. :  
-----X

ECF

11 Civ. 7108 (JGK)(KNF)

**~~[PROPOSED]~~ ORDER (1) CONFIRMING CERTIFICATION OF CLASS AND  
COLLECTIVE ACTION, (2) GRANTING FINAL APPROVAL OF CLASS ACTION  
SETTLEMENT, AND (3) ENTERING FINAL JUDGMENT**

This matter came on for hearing upon the Court's Order of December 20, 2012 following preliminary approval of the Settlement in this action ("Preliminary Approval Order"). Due and adequate notice having been given to the Settlement Class (as defined below), and the Court having considered all papers filed and proceedings had herein and all oral and written comments received regarding the proposed Settlement, and having reviewed the record in the above captioned matter, and good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

- a. The Court has jurisdiction over the subject matter of the above-captioned matter, the Class Representatives and Plaintiffs, as defined below, Defendants KENTREL CORPORATION, KENTREL, INC., THOMAS CRAIG, MICHAEL HAPERSBERGER and JOHN DOES 1-10 (collectively, "Defendants") and all members of the Settlement Class, which consists of all individuals employed by Kentrel as Water Meter Installers to install, remove, replace, or modify water

meters throughout New York City pursuant to certain prevailing wage contracts between Kentrel and the City of New York, Department of Environmental Protection from March 1, 2009 through February 29, 2012, excluding David Wainwright ~~and Robert Pote~~<sup>G</sup>, who are those persons whose mailed notice of settlement was returned and therefore did not receive notice of the settlement by mail (collectively the "Settlement Class" or "Settlement Class Members").

- b. The term Settlement Agreement shall refer to the Stipulation of Settlement filed by the Class Representatives in this case in connection with their application for preliminary approval of this matter, and all terms herein shall have the same meaning as terms defined in the Settlement Agreement, unless specifically provided herein.
- c. The term Settlement Agreement shall include the recent agreement to add as a class member Karl Robb with a claim amount of \$8,611.20 and to accept his settlement claim.
- d. The Court grants final approval of the parties' Settlement Agreement.
- e. The Court confirms that the person and claim amounts attached as Exhibit A hereto have been accepted by the Defendants as valid and timely claims.
- f. The Court finds that the distribution by first-class mail of the NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED SETTLEMENT THEREOF, SETTLEMENT HEARING AND RIGHT TO PARTICIPATE IN THE SETTLEMENT ("Class Notice"), constituted the best notice practicable within the definition of the Settlement Class and fully met the requirements of due process under the United States Constitution and applicable state law. Based on evidence and other material submitted in conjunction with the Final Settlement Approval Hearing, the actual notice to the Settlement Class was adequate. These papers informed class members of the terms of the Settlement, their right to claim a share of the settlement proceeds, their right to object to the Settlement, or to elect not to participate in the Settlement and pursue their own remedies, and their

right to appear in person or by counsel at the Final Settlement Fairness Hearing and be heard regarding approval of the Settlement. Adequate periods of time were provided by each of these procedures. No Settlement Class Members objected to the Settlement and no Settlement Class Members have validly requested exclusion.

- g. The Court finds, for purposes of settlement only, that the class satisfies the applicable standards for certification under Federal Rules 23(a) and 23(b)(3). Accordingly, solely for purposes of effectuating this Settlement, this Court has certified the Settlement Class Members, as that term is defined above. Because the Rule 23 class is being certified here for settlement purposes only, the Court need not (and does not) address the manageability requirement of Rule 23(b)(3). *See Amchem Products, Inc. v. Windsor*, 521 U.S. 591 (1997).
- h. The Court approves the Settlement of the above-captioned action, and each of the releases and other terms set forth in the Settlement Agreement, as fair, just, reasonable and adequate as to the Settlement Class, the Class Representatives and Plaintiffs, and Defendants (collectively "Settling Parties"). The Settling Parties and the Settlement Administrator are directed to perform in accordance with the terms set forth in the Settlement Agreement.
- i. All of the claims of the Settlement Class Members asserted in the above-captioned matter are dismissed with prejudice.
- j. The action is dismissed on the merits and with prejudice.
- k. The Court finds that the plan of allocation set forth in the Settlement Agreement is fair and reasonable and that distribution of the Settlement Funds to Settlement Class Members shall be done in accordance with the terms outlined in the Class Notice and Settlement Agreement.
- l. The Court hereby orders the appointment of PATRICK MANSWELL, ANTHONY JAMES, KWESI RICHARDSON, BHAWANIE JAGGERNAUTH, KIPLING CAMPBELL, NARAYAN GOPAUL, LENNOX WADE and CEDRIC

DAVIDSON as Class Representatives for the Settlement Class for purposes of settlement.

- m. The Court hereby orders the appointment of William Coudert Rand, Law Office of William Coudert Rand as Class Counsel for the Settlement Class for purposes of Settlement and the releases and other obligations therein.
- n. Defendants have agreed to pay to Class Counsel, their reasonable attorneys' fees, costs and expenses in the total amount of \$ 85,000 [~~\$85,000~~] and incentive bonuses to the Class Representatives in the amount of \$12,000 (\$1,500 each to representative: PATRICK MANSWELL, ANTHONY JAMES, KWESI RICHARDSON, BHAWANIE JAGGERNAUTH, KIPLING CAMPBELL, NARAYAN GOPAUL, LENNOX WADE and CEDRIC DAVIDSON). Accordingly, the Court hereby awards to Class Counsel \$ 85,000 [~~\$85,000~~] for attorneys' fees, costs and expenses. The incentive bonus awards to the Class Representatives are approved for their service to the Class, including direct participation in Class Counsels' fact investigation and the settlement negotiations. Defendants are further directed to make all of the foregoing payments to Class Counsel and the Class Representatives and the Class Members in accordance with the terms of the Settlement Agreement. Defendants shall not be required to make any additional payments in connection with the Settlement.
- o. This matter is hereby dismissed with prejudice. The Court reserves and retains exclusive and continuing jurisdiction over the above captioned matter, the Class Representatives, Plaintiffs, the Settlement Classes, and Defendants for the purposes of supervising the implementation, effectuation, enforcement, construction, administration and interpretation of the Settlement Agreement and this Judgment.

- p. This document shall constitute a judgment for purposes of Rule 58 of the Federal Rules of Civil Procedure.

IT IS SO ORDERED.

Dated: 5/22, 2013

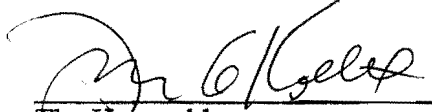
  
The Honorable  
United States District Judge

EXHIBIT A- CLAIMS LIST

**MANSWELL et al. v. KENTREL CORP. et al.**

**11 Civ. 7108 (JGK)(KNF)**

	<b>Employee</b>	<b><u>Claimed</u></b>
2	Albino, Vincent	\$14,172.60
3	Allicock, Orin	\$2,511.60
4	Antenucci, Bruno	\$358.80
5	Aulak, Victor	\$269.10
6	Baez, Kevin	\$2,870.40
7	Bagnall, Douglas	\$269.10
8	Bambino, Phillip	\$3,588.00
9	Barrow, Cedric	\$2,152.80
10	Bazilio, Basil	\$8,611.20
11	Bharras, Roy	\$5,382.00
13	Bissoondharry, Ganesh	\$5,112.90
15	Boodie, Errol	\$10,225.80
17	Brennan, John	\$10,315.50
19	Buffalino, Charles	\$358.80
21	Campbell, Kipling	\$6,009.90
22	Clark, Andrew	\$4,664.40
23	Codrington, Kevin	\$11,302.20
25	Coryat, Eddie	\$11,033.10
26	Cummings, Carl	\$5,471.70
27	Dasilva, Kerry	\$897.00
28	Davidson, Cedric	\$7,445.10
29	Dutchin, Daren	\$897.00
30	Echevarria, Isaias	\$2,332.20
33	Gopaul, Narayan	\$10,764.00
34	Hamelburg, Daniel	\$4,574.70
35	Hamelburg, Timothy	\$5,920.20
37	Inglese, Genaro	\$9,328.80
38	Inglese, Vincent	\$269.10
39	Jaggernauth, Bhawanie	\$5,023.20
40	James, Anthony	\$9,956.70
42	Lewan-Jacus, Michael	\$3,767.40
43	Luke, Nigel	\$2,152.80
44	Lyie, Lindon	\$7,714.20
45	Magett, Leon	\$5,023.20
46	Manswell, Patrick	\$10,046.40
47	Mark, Vivek	\$2,332.20
48	McAteer, David	\$986.70
49	McLean, Dean	\$1,794.00
50	Mitchell, James	\$4,215.90
51	Moore, Lawrence	\$1,076.40
52	Morris, Orin	\$10,494.90
57	Richardson, Kwesi	\$7,803.90

58	Richmond, Julius	\$6,458.40
60	Rosario, Nathan	\$6,817.20
62	Sampson, Clyde	\$5,651.10
63	Samuels, Matthew	\$1,973.40
64	Seon, Carl	\$2,870.40
65	Solomon, Collie	\$5,382.00
66	Soto, Charles	\$6,906.90
67	Springer, Alvion	\$6,189.30
68	Stanek, Barry	\$9,239.10
69	Stanley, Eucil	\$8,611.20
70	Stanley, Marsei	\$9,956.70
71	Vargas, Hector	\$3,677.70
73	Wade, Keith	\$6,817.20
74	Wade, Lennox	\$3,857.10
76	Walters, Michael	\$5,292.30
77	Wilson, George	\$5,202.60

78	Karl Robb	\$3,611.22
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79	Rohan Rolle	\$5,561.40
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TOTAL

~~\$323,009.72~~ \$328,571.12